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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

MAR - 8 2003

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

COLLEEN A. CAMPBELL and
MICHAEL CAMPBELL,
Plaintiffs,

v.

VERIZON WIRELESS (VAW) LLC, a
Delaware Limited Liability Company;
EQUIFAX CREDIT INFORMATION
SERVICES, INC. a Georgia corporation;
EXPERIAN INFORMATION
SOLUTIONS, INC., an Ohio corporation;
TRANS UNION corporation, a Delaware
corporation,
Defendants.

Plaintiffs complain as follows:

NO.

C 03-0572 P

COMPLAINT

(Fair Credit Reporting Act, Fair Debt
Collection Practices Act)

JURY TRIAL REQUESTED



CV 03-572 #1

PARTIES

1. Plaintiffs are natural persons residing in the state of Washington.
2. Verizon Wireless (VAW) LLC ("Verizon") is a Delaware limited liability company authorized to do business in the state of Washington.
3. Defendant Equifax Credit Information Services, Inc. ("Equifax") is a Georgia corporation authorized to do business in the state of Washington.
4. Defendant Experian Credit Reporting Services, Inc. ("Experian") is an Ohio corporation authorized to do business in the state of Washington.
5. Defendant Trans Union ("Trans Union") is a Delaware corporation authorized to do business in the state of Washington.

JURISDICTION

6. This court has jurisdiction over this matter pursuant to 28 U.S.C. 1331 because this issue involves matters of federal law. This court also has jurisdiction over this matter pursuant

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to 28 U.S.C. 1332, as the parties reside in different states, and the amount in controversy in this matter exceeds \$75,000.

7. Defendants are liable to Plaintiffs under the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. These Defendants are also liable to Plaintiffs pursuant to the laws of the state of Washington; this court has Pendent Jurisdiction over these claims.
8. Defendants are liable to Plaintiffs under the Fair Debt Collection Practices Act _____ U.S.C. 1692 et seq. These Defendants are also liable to Plaintiffs pursuant to the laws of the state of Washington; this court has Pendent Jurisdiction over these claims.

JURY DEMAND

9. Plaintiffs are entitled to, and request a jury trial in this matter pursuant to U.S. Constitution, amendment 7 and Fed. R. Civ. Pro 38.

REQUEST FOR EXEMPLARY/PUNITIVE DAMAGES

10. Plaintiffs request that this court instruct the jury that exemplary or punitive damages may be awarded against Defendants under federal and state laws.

REQUEST FOR COSTS AND ATTORNEY FEES

11. Plaintiff requests that in addition to damages, this court instruct the jury to award attorney fees and costs as provided by statute.

FACTS

12. In Mid-November, 2001, Plaintiffs were denied credit when they applied for a car loan through their credit union. Plaintiffs were told that their credit reports revealed too many open and delinquent credit accounts.
13. In December, 2001, Dunn & Bradstreet, a collection agency, contacted Plaintiff's parents in an attempt to locate Plaintiffs.

14. On December 19, 2001, Plaintiffs contacted Leo Hollahan at Dunn & Bradstreet and were informed that Verizon Wireless and Nextel Communications had placed four accounts with Dunn & Bradstreet for collection. Plaintiffs verbally disputed the validity of the accounts with Dunn & Bradstreet. Dunn & Bradstreet advised Plaintiffs to contact John Davis, a regional supervisor for Nextel to obtain further information on the accounts.
15. On December 20, 2001, Plaintiff contacted John Davis at Nextel Communications. Mr. Davis advised Plaintiffs that all of the accounts had been opened in Michigan. Mr. Davis told Plaintiffs that the accounts would be suspended with Dunn & Bradstreet and that they would start a fraud investigation immediately. Mr. Davis also told Plaintiff to file a police report with the Everett Police Department as a victim of "unauthorized use of a social security number for a retail account."
16. Plaintiffs contacted the Everett Police Department and filed a police report. Plaintiffs filed the report with Officer F. Dawson #243, file number DD 02-2925.
17. On January 4, 2002, partly due to the stress of being unable to obtain credit, concern about having fraudulent accounts placed with collection agencies, Plaintiff suffered a miscarriage.
18. On February 10, 2002, Plaintiffs obtained copies of their credit reports from Experian, Equifax and Trans Union. Experian showed four Verizon accounts as delinquent. None of the accounts were listed as disputed accounts, despite the fact that Verizon knew they were disputed. The credit report from Equifax showed three Verizon accounts listed as delinquent. None of these accounts were listed as disputed, even though Verizon knew that they were disputed. Verizon reported the accounts as "charged off," "bad debts," "placed for collections" and "skip."

19. On February 15, 2002, Plaintiffs disputed each of the Verizon accounts again, directly with the credit bureaus.
20. On March 26, 2002, Plaintiffs received notification from Equifax that Verizon investigated the dispute and was reporting the matter accurately. On March 27, 2002, Plaintiffs received notification from Experian that Verizon investigated the dispute and was reporting the matter accurately. On April 5, 2002, Plaintiff obtained a credit report from Experian, with the accounts still listed as derogatory and not listed as disputed.
21. On June 9, 2002, Plaintiffs disputed the information with Experian, TRW and Equifax again.
22. On July 5, 2002, Plaintiffs received a response from Experian which still listed the accounts with Verizon as derogatory and undisputed. On July 9, 2002, Plaintiffs received a response from Equifax which still listed the accounts with Verizon as derogatory and undisputed.
23. Some time before November 1, Verizon placed the accounts with another collection agency, ER Solutions, Inc. in Renton, Washington. On November 1, 2002, ER Solutions Inc. contacted Plaintiffs in an attempt to collect the debt.
24. On November 1, 2002, Plaintiffs retained counsel to represent them in this matter. Counsel for Plaintiffs sent a letter to ER Solutions advising them of the dispute and fraudulent nature of the accounts. ER Solutions informed Plaintiff that they would return the accounts to Verizon and advise them of the disputed status. On November 1, 2002, counsel for plaintiffs sent a letter to Verizon advising them of the dispute. Verizon failed to respond.
25. On December 4, 2002, Plaintiff's counsel again sent Verizon a letter advising them of the disputed fraudulent accounts. Again, Verizon failed to respond.

26. The accounts reported by Verizon to the credit reporting agencies are fraudulent and do not belong to the Plaintiffs. The accounts are improperly attributed to the Plaintiffs. Defendants have failed to correct or delete the account information and continue to publish false and inaccurate credit information about Plaintiffs.
27. As a direct result of the false and erroneous account reporting by Verizon, Plaintiffs were denied a mortgage loan.

CLAIMS FOR RELIEF AGAINST VERIZON

28. Verizon Wireless, extends credit and services to individuals. Verizon has a duty to ensure that the persons to whom it is extending credit are not fraudulently using another person's information to obtain credit. Verizon breached this duty by allowing someone using Plaintiffs name to open accounts with Verizon. Verizon failed to ensure that it was extending services or credit to the correct person. As a result of Verizon's negligent business practices, incorrect and inaccurate information has been placed on Plaintiffs' credit reports. Plaintiffs have been unable to obtain credit and have had their reputation sullied by Verizon's negligence.
29. Verizon has failed to employ reasonable procedures to ensure the maximum possible accuracy of information disseminated to credit reporting agencies.
30. Verizon has failed to investigate reports of fraudulent account activity and failed to ensure that information it is disseminating on its accounts is accurate.
31. Verizon is attempting to coerce and extort Plaintiffs into paying money to Verizon even though Plaintiffs have no obligation to do so.
32. Verizon has knowingly provided false and harmful information to credit reporting agencies knowing that the result would be a derogatory credit report about Plaintiffs.

33. Verizon has maliciously and/or with willful intent to injure, defamed Plaintiffs and invaded Plaintiff's legitimate expectations of privacy.
34. In addition to actual or compensatory damages, Verizon is liable for Plaintiffs for punitive or exemplary damages under state and federal laws.

CLAIMS FOR RELIEF AGAINST

EQUIFAX, EXPERIAN AND TRANS UNION

35. Defendants Equifax, Experian and Trans Union are consumer reporting agencies as defined in the Fair Credit Reporting Act.
36. Defendants Equifax, Experian and Trans Union issued, assembled, transferred and published "consumer reports" regarding Plaintiffs as described in the Fair Credit Reporting Act.
37. Defendants Equifax, Experian and Trans Union have added, stored, disseminated and maintained personal and credit data about the Plaintiff which is false, erroneous and misleading without employing procedures to insure the maximum possible accuracy of the information posted to Plaintiff's consumer reports.
38. Defendants Equifax, Experian and Trans Union failed to employ reasonable procedures to timely and properly reinvestigate the accuracy of the erroneous, negative data upon being notified by Plaintiffs that such information was erroneous.
39. Defendants Equifax, Experian and Trans Union have continually posted and published false and harmful information to Plaintiff's consumer reports without requiring a reasonable number of points of correspondence.
40. Defendants Equifax, Experian and Trans Union failed to use necessary functions, procedures or programs designed to insure that false data and/or data attributable to other

persons would not post to Plaintiff's consumer report and would be suppressed from appearing on Plaintiff's consumer reports.

41. Defendants Equifax, Experian and Trans Union created, maintain and employ a credit reporting system which is defective and does not comply with the Fair Credit Reporting Act or other laws regarding Defendants' actions.
42. Defendants Equifax, Experian and Trans Union have maliciously and/or with willful intent to injure, defamed Plaintiffs and invaded Plaintiffs' reasonable expectations of privacy.
43. In addition to actual or compensatory damages, Equifax, Experian and Trans Union are liable for Plaintiffs for punitive or exemplary damages under state and federal laws and for willful violations of the Fair Credit Reporting Act.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief as follows:

1. For a judgment against Verizon for all reasonable damages sustained by Plaintiffs, including but not limited to compensatory damages associated with the cost of being denied credit, the costs incurred in repairing Plaintiff's credit history, out of pocket expenses, pain and suffering, embarrassment, inconvenience, lost economic opportunity, loss of incidental time, frustration, emotional distress, mental anguish, and punitive damages in an amount not less than \$75,000.
2. For an injunction prohibiting Verizon from publishing any information regarding the fraudulent accounts to any credit reporting agency and prohibiting Verizon from attempting to collect on any disputed account in the future.
3. For an injunction requiring Verizon's chief executive officer to write a letter of apology to Plaintiffs.

4. For a judgment against Equifax, Experian and Trans Union for all reasonable damages sustained by Plaintiffs, including but not limited to compensatory damages associated with the cost of being denied credit, the costs incurred in repairing Plaintiff's credit history, out of pocket expenses, pain and suffering, embarrassment, inconvenience, lost economic opportunity, loss of incidental time, frustration, emotional distress, mental anguish, and punitive damages in an amount not less than \$75,000.
5. For an injunction against Equifax, Experian and Trans Union prohibiting them from publishing, reporting or disseminating information regarding the fraudulent accounts on Plaintiffs' consumer reports.
6. For a judgment against Defendants for attorney fees and costs in an amount of \$5,000 if this matter is uncontested, and a greater sum if this matter is contested.
7. Such other relief as is just and equitable.

Dated: March 6, 2003


Matthew R. Cleverley WSBA #32055
Attorney for Plaintiffs
McKinstry & Division Law Firm
POB 987
Suquamish WA 98392
360-598-4952

CIVIL COVER SHEET

C03-0572P

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Colleen Campbell and Michael Campbell

DEFENDANTS

Verizon Wireless (VAW) LLC; Equifax Credit Information Services Inc.; Experian Information Solutions, Inc.; Trans Union Corporation

(b) County of Residence of First Listed

(EXCEPT IN U.S. PLAINTIFF CASES)

INFO
LOGGED
RECEIVED

County of Residence of First Listed

(IN U.S. PLAINTIFF CASES ONLY)

MAIL

(c) Attorney's (Firm Name, Address, and Telephone Number)

Matthew Cleverley
McKinstry & Division Law Firm
POB 987
Squamish WA 98392
360-598-4952

MAR - 8 2003

Attorneys (If Known)

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
DEPUTY

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- | | |
|------------------------------------------------------|--------------------------------------------------------------------------------------|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) |

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|-----------------------------------------|------------------------------------------|---------------------------------------|---------------------------------------------------------|--------------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> PF 1 | <input type="checkbox"/> DEF 1 | Incorporated or Principal of Business In This State | <input type="checkbox"/> PTF 4 | <input type="checkbox"/> DEF 4 |
| Citizen of Another | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor / Mgmt. Relations <input type="checkbox"/> 730 Labor Reporting <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	LABOR SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DWIC/DIWV (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	FEDERAL TAX SUITS <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination, Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input checked="" type="checkbox"/> 890 Other Statutory Actions

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court

- 4 Reinstated or Reopened 5 (specify)

Transferred from another district

- 6 Multidistrict Litigation 7

Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

15 USC 1681 et seq. Fair Credit Reporting Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION
UNDER F.R.C.P. 23

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

3-6-03

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

Matthew Cleverley WSBA # 52055